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NATIONAL CASH REGISTER CO. *v.* BURROW, et al.

March 10, 1910.

[67 S. E. 370.]

**1. Sales (§ 465*)—Conditional Sales—Contract—Sufficiency—Dock-
eting.**—Under Code 1904, § 2462, requiring registry of a conditional
sale contract from the original contract, and that the clerk must have
before him and put on the docket the date of the contract, the amount
due thereon, and where and how payable, a contract for the sale of
cash registers providing that a note for a stated part of the purchase
price payable in 10 monthly installments of certain amounts be ex-
ecuted by the purchasers on the arrival of the goods, and dated at
any time they wished, which did not show the date of the note, and
was docketed nearly a month before it was dated, was incapable of
being docketed under the statute.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 1353; Dec.
Dig. § 465.* 11 Va.-W. Va. Enc. Dig. 689, et seq.]

**2. Sales (§ 473*)—Conditional Sales—Bona Fide Purchasers—Reg-
istration of Contract.**—A recorded conditional sale contract to operate
as constructive notice to subsequent purchasers and incumbrancers
must afford them, not only a means of ascertaining with accuracy
what property is covered and where it is, but its language must be
such that, if they examine the instrument itself, they will obtain
thereby actual notice of all the rights intended to be created or con-
ferred by it.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 1384; Dec. Dig.
§ 473.* 10 Va.-W. Va. Enc. Dig. 19, et seq.]

Error to Circuit Court of City of Norfolk.

Action by the National Cash Register Company against Bur-
row and Martin, trustees. From a judgment for defendants,
plaintiff brings error. Affirmed.

Jeffries, Wolcott, Wolcott & Lankford, for plaintiff in error.
J. G. Martin, for defendants in error.

NATIONAL CASH REGISTER CO. *v.* NORFOLK CITY RE-
ALTY CO. et al.

March 10, 1910.

[67 S. E. 372.]

**Sales (§ 473*)—Conditional Sales—Bona Fide Purchasers—Regis-
tration of Contract—Sufficiency.**—The recording of conditional sale
contracts consisting merely of orders for cash registers of certain

*For other cases see same topic and section NUMBER in Dec. &
Am. Digs. 1907 to date, & Reporter Indexes.